

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

JAMES MICHAEL LEASING COMPANY, LLC,
a Wisconsin Limited Liability Company,

Plaintiff,

vs.

Case No. 11-CV-00747

PACCAR INC.,
d/b/a Kenworth Truck Company,
a foreign corporation,

Defendant.

**AFFIDAVIT OF VINCENT P. MEGNA IN SUPPORT OF
PLAINTIFF'S MOTION FOR JUDGMENT AND ATTORNEY FEES PURSUANT
TO SEC. 218.0171(7), WIS. STATS.**

STATE OF WISCONSIN)
)
) ss
COUNTY OF MILWAUKEE)

VINCENT P. MEGNA, being duly sworn under oath, deposes and says:

1. I am one of the attorneys of record for the plaintiff, James Michael Leasing Company, LLC, in the above-captioned matter.
2. That true and accurate copies of the plaintiff's Settlement Offer, fax transmittal sheets, cover letter and Affidavit of Mailing, are attached hereto, incorporated by reference and collectively marked as Exhibit A.
3. That true and accurate copies of supporting documentation for the statutory costs incurred in the above-captioned matter are attached hereto, incorporated by reference and collectively marked as Exhibit B.

4. That true and accurate copies of supporting documentation for the litigation costs incurred in the above-captioned matter are attached hereto, incorporated by reference and collectively marked as Exhibit C.

5. Aiken & Scourtur, S.C. agreed to look to PACCAR, INC., d/b/a Kenworth Truck Company, for payment of attorney fees and costs pursuant to the Wisconsin Lemon Law; that a true and accurate copy of the billing statement in the above-captioned matter is attached hereto, incorporated by reference and collectively marked as Exhibit D; that said statement provides detail as to what was done, by whom, when, how long it took to perform, and the amounts charged/accrued accordingly.

6. My current standard hourly billing rates for automobile warranty enforcement cases are \$395.00 for non-trial work; that Attorney Susan Grzeskowiak's current standard hourly billing rate for automobile warranty enforcement cases is \$345.00 for non-trial work; that Attorney Tim Aiken's current standard hourly billing rate for automobile warranty enforcement cases is \$490.00 for non-trial work; Paralegal Erin Kandziora's current standard hourly billing rate for work as a paralegal in automobile warranty enforcement cases is \$155.00.

7. Attorney Grzeskowiak and I routinely charge the above-described rates; moreover, our standard rates are routinely paid in most of the automobile warranty claims that we have resolved; our regular practice is to record our time, in 1/10th or 1/4th hour increments, together with the date and description of the work performed, contemporaneous with the completion of the work on a particular day.

8. A true and accurate copy of the Order from Milwaukee County Circuit Court Case No. 10-CV-13612, McNeely, et al. v. McAdams Car Company, Inc., is attached here, incorporated by reference and marked as Exhibit E.

9. A true and accurate copy of the July 25, 2012 transcript of the Court's ruling from Milwaukee County Circuit Court Case No. 11-CV-012460, Scharf v. Ford Motor Company, is attached hereto, incorporated by reference and marked Exhibit F.

10. A true and accurate copy of the January 28, 2010 transcript of the Court's ruling from Waukesha County Circuit Court Case No. 05-CV-2885, Marquez v. Mercedes-Benz, U.S.A., LLC, is attached hereto, incorporated by reference and marked as Exhibit G.

11. A true and accurate copy of the May 25, 2011 transcript of the Court's ruling from Dane County Circuit Court Case No. 10-CV-451, Felice v. Toyota Motor Sales, U.S.A., Inc., is attached hereto, incorporated by reference and marked as Exhibit H.

12. A true and accurate copy of the Joint Stipulation of the Parties for Plaintiff's Attorney Fees and Litigation Costs from United States District Court for the Western District of Wisconsin Case No. 10-CV-33, Jewel Trucking, Inc. v. Freightliner, LLC, is attached hereto, incorporated by reference and marked as Exhibit I; the plaintiff's attorney fees and costs of \$225,000 included payment at our 2010 hourly rates of \$475 per hour for non-trial time and \$625 per hour for trial time for Attorney Aiken, \$340 per hour for non-trial time and \$395 per hour for trial for my time, and \$295 per hour for non-trial time for Attorney Grzeskowiak.

13. A true and accurate copy of the Stipulation and Order from Van Natta, et al. v. General Motors Corporation, et al., Waukesha County Circuit Court Case No. 07-CV-2365, is attached hereto, incorporated by reference and marked as Exhibit J; General Motors agreed to pay costs and attorney fees at our 2008 hourly rates of \$285 per hour for my time, \$450 per hour for non-trial time and \$600 per hour for trial time for Attorney Aiken, and \$265 per hour for Attorney Grzeskowiak.

14. I have been an attorney licensed to practice law in the State of Wisconsin since 1973; Attorney Grzeskowiak is also licensed to practice law in the State of Wisconsin since 1998; Erin Kandziora received a Bachelor of Arts in 2004 from Alverno College, and a Paralegal Certificate in 2007 from MATC; she has worked as a legal secretary and then as a paralegal in automobile warranty enforcement matters since 2005.

15. I have been representing consumers in automobile warranty matters since 1990; Attorney Grzeskowiak has concentrated her practice in automobile warranty matters since 2000; my automobile warranty practice has concentrated on the resolution of claims, litigation and appeals under Wisconsin's Lemon Law and the Federal Magnuson-Moss Warranty Act, as well as other consumer protection statutes; during that period, first with Jastroch & LaBarge, S.C. and now with Aiken & Scoptur, S.C. I have successfully resolved over 1,500 automobile warranty claims, against most of the major automobile companies, as well as leading motor home and motorcycle manufacturers.

Vincent P. Megna
VINCENT P. MEGNA

Subscribed and sworn to before me
this 15th day of May, 2013.

S.
Notary Public, State of Wisconsin
My Commission: 8/18/2013

